

HAMILTON COUNTY LOCAL GOVERNMENT

MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT

THE UNDERSIGNED local governments and law enforcement agencies (hereinafter the Agency or Agencies) in Hamilton County, Ohio have entered this mutual aid contract pursuant to Sections 505.43, 505.431, 737.04 and 737.041 of the Revised Code and pursuant to any other applicable local government authority including home-rule. This agreement has been executed for the purpose of providing reciprocal police services across jurisdictional lines to enhance the capabilities of law enforcement to protect citizens and property throughout Hamilton County. Each undersigned local government Agency acknowledges the adoption of and shall provide a certified copy of a resolution by the appropriate legislative authority authorizing the terms of this agreement, authorizing the provision of police services to any other Agency pursuant to the terms of Section 505.431 and 737.041 of the Ohio Revised Code and authorizing those police department members acting outside of their jurisdiction to exercise full police authority within the jurisdiction of any other Agency except as provided in paragraph VI(J).

The undersigned Agencies shall provide and exchange the full array of police services to and from any of the other Agencies without limitation but generally in accord with the following guidelines.

PLAINTIFF'S
EXHIBIT

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I. COOPERATIVE ENFORCEMENT WITHOUT REQUEST

The Agencies recognize related criminal activities routinely occur across jurisdictional lines and that cooperation between Agencies can increase the effectiveness of law enforcement throughout Hamilton County. Any Agency or Agencies may proceed without request from a cooperating Agency generally according to the following guidelines:

A. In-Progress Crime Assistance Without Request

Whenever an on-duty law enforcement officer from one jurisdiction views or otherwise has probable cause to believe a criminal offense has occurred outside the officer's home jurisdiction but within the jurisdiction of a cooperating Agency the officer may make arrests according to law and take any measures necessary to preserve the crime scene. Control of any arrested person, evidence and the crime scene shall be relinquished to the first available officer from the jurisdiction within which the crime took place. The arresting officer may immediately transport or relocate any arrested persons or evidence if the officer determines that remaining at the crime scene could endanger himself or others or threaten the preservation of any evidence.

B. Whenever an on-duty law enforcement officer from one jurisdiction views or otherwise has probable cause to believe that a serious traffic offense, including DUI violations, has occurred within the jurisdiction of another cooperating Agency the law enforcement officer may stop, arrest or cite the suspected violator according to law. The DUI or other traffic violator will be turned over to the first available officer from the cooperating Agency for completion of all necessary processing. The initiating officer will provide any further assistance to the limited extent necessary for subsequent court proceedings.

II. INVESTIGATION OUTSIDE ORIGINAL JURISDICTION

On-duty officers from one Agency may, without request or prior notice, continue to conduct investigations that originate within their home jurisdiction into the jurisdiction of any cooperating Agency. If enforcement action is anticipated the location and nature of the investigation will be reported to the appropriate cooperating Agency. Subsequent arrests, search warrant service or similar police actions will be coordinated with the affected Agency.

III. INDEPENDENT POLICE ACTION

The police department of any cooperating Agency may provide police protection service to any other cooperating Agency without request. Each cooperating Agency that is a party to this contract shall provide a certified copy of a resolution adopted by the appropriate legislative authority that authorizes both the provision and receipt of such services by each cooperating Agency. Such certified copies shall be kept on file with the original of this contract in a location to be agreed upon by the Agencies.

IV. OPERATIONAL ASSISTANCE UPON REQUEST

The Agencies recognize that special public safety incidents occasionally occur that require the services of additional law enforcement personnel. Such additional services may be provided by or to any cooperating Agency generally according to the following guidelines:

A. Dangerous Criminal Activity

Whenever one Agency reports criminal activity and that Agency is unable to provide the immediate response necessary to prevent death, serious physical harm or substantial property loss as a result of said criminal activity, that Agency may request police assistance services of any nature from any other Agency.

B. Searches for Fugitive or Wanted Persons

When one Agency is conducting a search for a fugitive person whose presence is reasonably believed to be within the Agency jurisdiction and immediate police assistance is reasonably necessary to apprehend or prevent the escape of the fugitive or to protect the safety of persons and property from imminent danger related to said fugitive, that Agency may request police assistance services from any other Agency.

C. Traffic Control Assistance

1. Whenever a traffic accident involving suspected injuries, a driver under the influence (DUI) or other serious traffic violation is reported to the jurisdiction in which the accident occurred, and that Agency is unable to provide the immediate response necessary to render aid to the injured, prevent further injury, prevent serious property loss, or arrest a suspected DUI violator, then a cooperating Agency may be contacted for any necessary assistance. The cooperative effort will include necessary first aid, traffic control, accident scene protection, property protection, and detention of any suspected DUI or serious traffic violators. The requesting Agency will assume control of the accident investigation and any suspected DUI violators as soon as possible.

2. Hazardous Traffic Conditions Assistance.

- a. In a situation where automated traffic control devices located within the jurisdictional boundaries of one Agency have malfunctioned and a traffic accident is imminent unless control is established immediately, assistance from another cooperating Agency may be provided upon request of the affected jurisdiction.
- b. Where an incident occurs on or near a roadway creating the imminent danger of a traffic accident, assistance from a cooperating Agency may be provided upon request of the affected jurisdiction.

V. General Police Service

A. Any incident may form the basis for the request of police protection services from one or more cooperating Agencies to another when police assistance is reasonably necessary to protect the safety of persons and property.

B. Police services assistance including routine patrol services may be requested and supplied by cooperating Agencies for special events or other circumstances over extended periods.

VI. General Terms and Procedures

A. A request for police services assistance will be made by the commander of the law enforcement Agency, or his designee. The designee must be of supervisory rank, or the senior shift officer when no supervisor is present.

B. A participating Agency will provide police services assistance, only to the extent that the personnel and equipment are not required for the adequate protection of that Agency's jurisdiction. The commander of the law enforcement Agency, or his designee, will have the sole authority to determine the amount of personnel and equipment if any, available for assistance.

C. Whenever the law enforcement employees of one cooperating Agency are providing police services in or to another cooperating agency pursuant to the authority contained in this contract, other legislative authority or state law, such employees will have the same power, duties, rights and immunities as if taking action within the territory of their employing Agency.

D. Whenever the law enforcement employees of one cooperating Agency are providing police services upon request to another cooperating Agency they will be under the lawful direction and authority of the commanding law enforcement officer of the Agency to which they are rendering assistance.

Officers shall be subject to the code of ethics, policies, and rules and regulations of their employing Agency at all times.

E. Police services assistance can be initiated by any on-duty officer who has probable cause to believe a crime is in progress. Such police services assistance can also be initiated by any on-duty officer who becomes aware of a traffic accident, the need for traffic control, a suspected DUI, a serious traffic violation or other circumstance requiring law enforcement intervention in another cooperating Agency jurisdiction. The officer must contact his immediate supervisor to enable that supervisor to authorize and direct actions taken by the employee.

F. An on-duty officer initiating police services assistance action will notify a law enforcement officer from the affected cooperating Agency as soon as possible. The assisted cooperating Agency will relieve the officer as soon as possible when appropriate.

G. All wage and disability payments, pension, worker's compensation claims, medical expenses or other employment benefits will be the responsibility of the employing Agency, unless the requesting Agency is reimbursed for such costs from any other source. Each Agency shall be responsible for the negligence of its employees to the extent specified by law.

H. Each cooperating Agency shall be responsible for any costs arising from the loss of or damage to the Agency's equipment or property while providing police assistance services within any other cooperating Agency.

I. The terms of this contract shall be in continuous effect for each participating Agency from the date the authorized signature for such Agency is affixed hereto. Any Agency may revoke its future contractual obligations hereunder only upon 60 days written notice to each of the other participating Agencies by registered mail.

J. Certain Agencies may choose to limit their participation in this agreement to mutual aid efforts exclusively in cooperation with the City of Cincinnati. For such Agencies the legislative resolution authorizing participation in this Agreement shall state that the terms of the mutual aid agreement shall extend only between the Agency and the City of Cincinnati. For such Agencies choosing limited participation the mutual obligations and authorizations contained herein shall extend only to said Agency and the City of Cincinnati and shall not extend to any other Agency. A list of the limited Agencies shall be separately maintained and shall be distributed to all other Agencies participating in this Agreement.

VII. LIST OF COOPERATING AGENCIES**AGENCY****AUTHORIZED OFFICIAL****LEGISLATIVE RESOLUTION**
OF AUTHORITY, # & DATE**Print Name****Print Name****Signature****Date:**

RHJ/pj.....-003 12/18/01

City of Cincinnati



Interdepartmental
Correspondence Sheet

Date 10/30/00

To Colonel Thomas H. Streicher, Jr., Police Chief
From Sergeant Jeffrey L. Butler Jr., Planning Section
Copies to
Subject Mutual Aid Agreements

As of 10/30/00, the following law enforcement agencies have Mutual Aid Agreement on file with the Division:

Addyston	Lockland
Amberley Village	Loveland
Anderson Park District	Madeira
Arlington Heights	Mariemont
Blue Ash	Milford
Cheviot	Mount Healthy
Cleves	Newtown
Deer Park	North College Hill
Delhi Township	Norwood
Elmwood	Reading
Evendale	Saint Bernard
Fairfax	Sharonville
Forest Park	Silverton
Glendale	Springdale
Golf Manor	Springfield Township
Green Hills	Terrace Park
Green Township	University of Cincinnati
Hamilton County Park District	Woodlawn
Harrison	Wyoming
Indian Hill	Xavier University Campus Police
Lincoln Heights	

JLBJ

Post-it Fax Note	7671	Date	6/11	8 of 8 pages
To	CHIEF OLVEST	From	CHAPT JONES	
Co/Dept		Co.		
Phone #		Phone #		
Fax #	242-0787	Fax #		